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MINUTES

OF

INFORMATION GIVEN

BEFORE THE

SELECT COMMITTE OF COUNCIL

ON THE

ESPLANADE CONTRACT.

TORONTO:
MACLEAR, THOMAS & CO., PRINTERS, KING STREET EAST.
1855.

Toronto. City Council Select committee on the esplanade contract

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RESOLUTION OF THE COMMON COUNCIL.

MONDAY, March 12, 1855.

Resolved,—That inasmuch as it is desirable that the fullest information on the subject of the Esplanade should be furnished to this Council and the public, it is expedient that a Select Committee should be appointed to whom the contract for constructing the Esplanade and all other papers connected therewith, together with the draft of the bill before the Council should be referred, and that such Committee should be composed of His Worship the Mayor and one member from each ward, to wit: Aldermen Wilson, Smith, Carr, Sheard, Duggan and Henderson, and Councillor Wilson.

MINUTES.

Monday, 19th March, 1855.

The Select Committee to whom was referred the contract for constructing the Esplanade, and all other papers connected therewith, together with the draft of the Bill before the Council, met at half-past ten o'clock, a. m.

Present—The Mayor, Aldermen Carr, Duggan, Henderson, Sheard, Smith, Wilson, Councilman Smith.

Moved by Alderman Henderson, seconded by Councilman Smith, that Alderman Wilson be Chairman of this Committee.

Carried.

Kivas Tully, Esquire, was requested to attend. He came, in pursuance of notice.

Mr. Tully was shewn his estimate, dated 19th December, 1853, in which he states the quantities and work as follows :—

1,000,000 cubic yards of filling, at 1s. 3d.....		£62,500	0 0
45,874 " gravelling, per road.....		11,468	10 0
Surface draining, paving, &c.		2,589	0 0
10,356 feet lineal of crib work, at 90s.....		46,602	0 0
Contingencies :—			
10 per cent. on estimate for engineering and general expenses.....	£12,315 19 0		
Balance to provide for loss on Debentures, being less than 10 per cent. on £150,000 to be apportioned when the work is completed	14,524 11 0		
		26,840	10 0
		£150,000	0 0

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He says he did not make up the quantities contained in his estimate from actual measurement, but from the plan which was furnished to him by the City Council for the purpose of his estimating upon, which plan was prepared by Mr. Shanley, dated 3rd November, 1853, and according to that plan he thinks his estimate of quantities is rather under than over the true quantities.

The above estimate is for the work contracted to be done by Gzowski & Co., from Brock Street to the Don.

Mr. Tully was asked if he would give the Committee a statement in detail, shewing how he had arrived at the result of 1,000,000 yards of filling between these two places.

He said it was unusual for an engineer to give such information, and declined to do so for that reason.

The item of £12,315 19s. for engineering and general expenses, being 10 per cent. upon the work to be done as above, is the usual charge, and in his opinion not to much.

Mr. Tully was then asked to procure for the Committee the following information :—

1st. The estimate of work west of Brock Street to the Queen's Wharf, according to Mr Shanley's original plan;

2nd. The difference between old and new line east of Bay Street;

3rd. Assuming Mr. Shanley's first plan to be carried out, the difference between stone and crib work :

Which Mr. Tully said he would procure as soon as possible.

Walter Shanley, Esquire, attended. Says that in his estimate of 21st July, 1853, as follows :—

750,000	cubic yards of	earth filling,
11,600	"	ashler masonery,
9,100	"	rubble,
17,000	"	loose stone,
232,000	feet of	timber

Thinks the prices he founded the total estimate of £139,000 upon, were as follows :—

Earth filling, 2s. per yard	£75,000	0	0
Ashler Masonery, 60s. per yard.....	34,800	0	0
Rubble, 25s. per yard [should be 20s., £9,100]...	11,375	0	0
Loose Stone, 8s. per yard [should be 10s., £8,500]	6,800	0	0
Timber, 1s. per foot	11,600	0	0
Total.....	£139,575	0	0

Mr. Shanley was asked what the cost, according to his original plan would have been from the Queen's Wharf to Brock Street, which is not now in the contract.

Mr. Shanley was also requested to inform the Committee what the difference would be between carrying out his original plan with stone work as proposed, and cribbing; and what additional quantity of earth-work the change from the old line to the new line would occasion.

He says the present quantity and actual soundings upon the contract line between Brock Street and the Don is 1,025,000 cubic yards exclusively of the filling already done by private owners; thinks 3 per cent. in this case for engineering and general expenses upon the work would be a proper charge, which would be £4,500 upon £150,000; has never known more than 5 per cent. charged upon large contracts.

Mr. Shanley, upon being shewn the plan on which is written, "Line of Esplanade on which Gzowski & Co.'s tender of 7th October, 1853, is based," containing the original Esplanade line, and a pencil line, says he thinks it the same plan upon which he prepared his estimate of the 21st of July, 1853, that the pencil line upon this plan corresponds with the present contract line.

Adjourned at ten minutes past two, p. m.

Wednesday, 21st March, 1855.

Met at eleven o'clock, a. m.

Present—Adam Wilson, (Chairman), The Mayor, Aldermen Carr, Henderson, Sheard, Smith, Councilman Smith. (Alderman Duggan came in afterwards.)

Wrote letters to Walter Shanley, Esquire, and Mr. Brunell, for plans, &c.

Received letter from Samuel Thompson, Esquire, saying he was going to Quebec to-morrow, and if he was required by Committee he would attend.

Wrote him to attend at two, p. m.

Kivas Tully, Esquire was in attendance. He says he cannot tell the quantity of work according to Shanley's original plan west of Brock Street, as he has not been able to see the plan.

That the difference of work east of Bay Street between the old plan and new plan is as follows :—

1. Crib work, 4,535 lineal, extra depth, at 20s., between Bay Street and Berkeley Street, the new line being an average of two feet deeper than the old line, equal to 10s. a running foot	£4,535	0	0
2. Distance between Berkeley street and the Don, say 1,500 lineal feet new Crib work, from foundation, at 90s. a foot	6,750	0	0
The above items include stone filling, at 90s. a foot.			
3. Stone filling occasined by extra depth between Bay Street and Berkeley Street, 420 toise, at 60s.	1,260	0	0
4. Earth filling from Bay Street to the Don, occasioned by extra depth and extra length, 327,000 cubic yards, at 1s. 3d.....	2,043	15	0
287,000 yards, Bay Street to Berkeley Street, occasioned by change from old to new line; 40,000 yards, Berkeley Street to Don, occasioned by continuing the Esplanade according to new plan 327,000 yards.			
This is upon an estimate of an average depth of filling of 12 feet between Bay and Berkeley Streets, and of 11 feet between Berkeley Street and the Don, as made from Contract plan.			
Total difference of	£14,588	15	0

Occasioned by change of old line to new line between Bay Street and the Don.

The third question formerly submitted to Mr. Tully, he says he cannot answer at present, as he cannot procure the original plan of Mr. Shanley, upon which to form an opinion.

Mr. Tully says he thinks 1s. 3d. a yard for earth filling, payable in cash, was a full price, which is the reason he inserted that as the price in his estimate in December, 1853.

Mr. Tully says he cannot find the paper upon which he made up his former estimate of December, 1853, so as to be able to say exactly how he arrived then at the quantities there stated.

The distance from north-west corner of Brock Street to outside of Esplanade line, according to contract, is 600 feet.

From north-west corner of Simcoe Street to same line is 500 feet.
" north-west " Bay " " 500 "
" north-east " George " " 580 "
" north-west " Berkeley " " 580 "

Mr. Tully says he never made an estimate of work till after contract arranged upon.

Received from Walter Shanley, Esquire, the following documents :—

1st. His Specifications, dated 20th July, 1853.

2nd. Approximate Estimate of cost of an Esplanade, on lines laid down by Committee on Wharves and Harbours, July 1853.

3rd. Letter from Mr. Shanley, dated this day, on above subject.

J. G. Howard, Esq., attended. He says he made a plan in conjunction with Mr. Seymour, then the principal Engineer of the Northern R. R. Company, of the proposed Esplanade for the City, and a detailed estimate of the quantity of filling for each lot on the three lines :

1. Of the old Esplanade line, from Simcoe Street to Berkeley St. ;

2. Of the new one, as it is called in the Reports, Howard's, or the Centre line ;

3. And of the Windmill line, dated 31st January, 1852.

The quantities of filling in the different lines were as follows :

1–Old Line.	2–New Line,	3–Windmill Line.
Earth, 236,395 yards,	Earth, 478,943 yards.	Earth, 1,819,882.

The soundings now, as taken by me yesterday, are precisely the same as when the Estimate above spoken of was made. Mr. Barlow, who acted for Mr. Seymour, made an estimate in which his quantities agreed with mine, but his prices varied :

	Howard's Prices.	Barlow's.
1. Line, Simcoe to Berkeley Streets, including cribbing, stone filling, and earth filling	£21,593 0 0	£44,591 5 0
2. Centre Line, Queen's Wharf to Berkeley Street, same work.....	46,760 15 0	107,098 6 3
3. Windmill Line, from Queen's Wharf to Berkeley Street, same work.....	123,703 15 0	248,308 1 3

Mr. Howard says he based his prices upon work which he had carried out for the City.

Mr. Howard, on referring to the 12th Report of the Committee of Wharves and Harbours, dated 8th December, 1853, says that the

information submitted to him by the Committee was a specification of Messrs. Gzwoski & Co., dated 7th October, 1853, of which he now hands in a copy; the original one of which this is a copy, he does not know where it is, but it was signed in red ink, in the margin, in name of S. Thompson, and he knows the one handed in to be a true copy,—upon which occasion he reported to the Committee, on 3rd December, 1853, in effect as follows :

That Cribbing could be done, 14 feet deep, 11 feet thick up to 10 feet from bottom, then diminished to 8 feet, covered with 3-inch plank, at 55s. per lineal foot, including stone filling.

In handing in his Report to the Committee, the Committee seemed surprised at the lowness of his estimate, and upon this he supplied the Committee with the data upon which he founded his report.

I took a distance of 33 feet of cribbing, which I then understood, from information which I had obtained from the Committee, was to be the length of each crib, and made up the estimate of such 33 feet as follows :

1650 cubic feet of timber, at 7½d.	£51	11	3
1250 feet inch measure, in 4-inch plank, at 48s. per M., stated at	3	0	0
800 feet inch measure, in 3-inch plank, 50s. per M....	2	0	0
Pins	1	10	0
13 toise stone, at 50s. per toise	32	10	0
Total,	£90	11	3

which sum if divided by 33 will give nearly £2 15s. per lineal foot, according to estimate in his report of 3rd December, 1853, firstly sent in.

Upon my going over this with Committee, they expressed a great deal of dissatisfaction at my prices. Mr. Gooderham said the timber could not be supplied for less than 1s. per foot, and that the stone would cost at least $16 per toise ; to which I said if that were the case I must be very much out, and I begged to be allowed to correct my report, both as to the timber and stone work, which I did, and sent in on the same day an amended report in effect as follows :

That cost per lineal foot would be £4 5s., and if strengthened by land ties every 33 feet of 8 feet front by 8 feet deep, the extra ex-

pense would be 7s. per lineal foot. This sum was made up as follows, taking the same distance of 33 feet as above stated :

1650 feet of timber	at 1s.,	£82	10	0
1250 inch measure	at 48s. per M.,	3	0	0
800 " "	at 50s. "	2	0	0
Pins		1	10	0
13 toise stone	at 80s.,	52	0	0
		£141	0	0

Divided by 33 as above will give nearly the above £4 5s.

I considered the prices firstly above mentioned to be quite sufficient, and that those secondly given in were too much ; but when I had been assured by Mr. Gooderham, the Chairman of the Committee, that my prices were altogether too low, and, as I had been absent from this country in England for some time, and prices had risen in the mean time, I thought I must be mistaken, and that he must know better than myself, and I corrected my first estimate in deference to his opinion.

I consider now that my first statement is sufficient, and that the second one is too extravagant.

The above estimates are for material and labour in both reports.

The work as it is now being done at the above highest prices, upon the following computation. That is :

4	feet depth of water at	Brock Street.
3 6-12	" "	Peter Street.
4	" "	John Street.
3 1-12	" "	Simcoe Street.
3 7-12	" "	York Street.

And allowing for the superstructure, will give as the average height of cribbing less than 9 feet ; but I allow 9 feet as follows :

1050, being 9 feet high, 11 feet thick at bottom, 8 at top, and 33 in length, as above,	at 1s.,	£52	10	0
1250 inch measure, as above	at 48s. per M.,	3	0	0
800 " "	at 50s. "	2	0	0
Pins		1	10	0
8 Toise stone	80s.,	32	0	0
	Total,	£91	0	0

Divided by 33, as above, will give £2 15s. per lineal foot at the above highest prices.

As to shrinkage in earth work being done, I think the cutting will do the filling.

I have seen a plan made by Barlow, from a survey made by him and myself together at the Northern R. R. Company's Office; upon seeing that I will be able to tell the situation of the centre or Howard's line by measurement from ascertained points, on shore at Brock Street, I know my line is 180 feet further south than the present breast work.

Mr. Howard says that Gzwoski's specification of 7th October, 1853, includes in the filling all the distance from the point on the land from which the measurement to the breastwork is made, that is, 630 feet from Brock Street and 530 feet from Simcoe Street, the average being 580 feet from this line on Front Street,—while the filling in is only from the shore and not from those places of measurement. He says he has not made up the average according to the statement of Messrs. Gzowski, but he will do so,—for he does not think there can be a million of yards, nor more than he has himself allowed, which is less than half that quantity for a greater area.

Thinks 2½ per cent. on value of work done, or to be done, would be quite sufficient for engineering, as hardly any engineering has to be done, the plans and information having been furnished by the city to the contractor; the 2½ per cent. I have spoken of would be sufficient for engineering from the beginning, that is taking measurements, distances, soundings, drawing plans, making estimates, specifications, &c.

Samuel Thompson, Esq., attended.—Thinks the conversation spoken of by Mr. Howard with Mr. Gooderham, as to the prices of timber and stone, took place. Mr. Howard had time to satisfy himself as to the correctness of the prices he brought in; he certainly had no directions from the Committee to bring in a false estimate. I mentioned at the time that if his first estimate was correct, the Committee must report against the work, that is against the contract being completed.

Upon being shown the plan on which is marked, "Line of Esplanade on which C. S. Gzowski & Co.'s tender of 7th October, 1853, is based," Mr. Thompson says that the pencil line mentioned in the 8th Report of the Committee of Wharves and Harbours, dated 10th October, 1853, is the light pencil line, commencing a little to the east of the continuance of the Esplanade, from the angle of the Es-

planade line on Bay Street, as marked on the above plan, and continuing from thence in about a direct line to West Market-place, about 150 feet south of the latter place,—thence continuing easterly in a direct line to the south-west angle of Parliament and Front Streets; this line was made upon the same by Mr. Gzowski.

The 8th Report was made after the heavy pencil line was drawn on the plan, which heavy pencil line is the present contract line.

The Committee had no estimate of the difference between Mr. Gzowski's original tender of 29th August, 1853, and the work which he proposed to do according to the pencil line, and of the material mentioned in the 8th Report of the Committee,—because the Committee never adopted that pencil line as the one to be recommended, nor sanctioned the mode of construction therein referred to. This work was proposed by Mr Gzowski to be done according to the plan of reduced cribbing, prepared by Mr. Thomas at the suggestion of the Water Lot owners. The printed forms of tender for the work, upon the plan of the reduced cribbing, were put out by Mr. Thomas without the knowledge of the Committee; the Committee had never heard of the reduced cribbing, until the tenders upon the reduced cribbing had been opened, about the 12th September, 1853.

The Committee was dissatisfied at the time with Mr. Thomas for acting on behalf of the Water Lot owners, while he was employed to act professionally by the city.

I understand the reduced cribbing is reduced from Mr. Shanley's estimate of cribbing to Mr. Thomas'.

The Committee did not receive any estimate of what the difference would be between Gzowski's original tender and the one on which the contract has been made; they had the estimate of Mr. Howard and Mr. Tully on the work as contracted for as a whole.

I think I made a statement in the Council while the contract was under discussion, that from information I had obtained from Mr. Thomas, for my own satisfaction, I had calculated the difference in the contracts of the work tendered for by Mr. Berczy, and then proposed to be contracted for by Mr. Gzowski; and I had satisfied myself that at the rate of Berczy's tender, £84,000, the quantity of work under the new tender would amount to nearly £150,000.

Is shown the 12th Report,—Says he thinks the £150,000 there, is based upon Mr. Howard's estimate; is not sure of this, however. I

was requested by Water Lot owners to obtain information from Gzowski & Co. as to detailed prices of the work under their contract; and it was in pursuance of such request that this memorandum was made up from information obtained by Mr. Gzowski. We never asked the detailed prices from any contractor, except for the information of the Water Lot owners. I said, to Water Lot owners it could make no difference to them at what price the earth-filling was done, as they would have to pay the difference between whatever price might be charged to them in the shape of a charge upon the cribbing. I believe I obtained the whole of the items in the 12th Report from Gzowski for the Water Lot owners.

This Report was drawn up to satisfy the Water Lot owners chiefly, the principle of the contract having been adopted previously by the Council.

The Committee, I think, satisfied themselves as to the reasonableness of the charges in that Report. Mr. Howard was consulted upon the general reasonableness of these items, including the charge for engineering, and I remember of no objection being made to them; at the time Mr. Howard expressed great distrust of his judgment as to wages and prices.

The Committee was on point of accepting Cotton's tender for £75,000, when it was suggested it would be proper to inquire; whether, in event of tenders being given to any other party than Gzowski & Co., that would prevent the Grand Trunk Railroad from being carried along the Esplanade.

I think I suggested this, because their tender referred to carrying it along the Esplanade. It is probable I asked Mr. Gzowski how far his tender, not being accepted, would affect the Railroad passing along the Esplanade? In answer to such inquiry, his letter of the 23rd September, 1853, was written. From this time the Committee resolved, if they could, to deal only with Gzowski & Co., because they believed the Railroad, being carried to the north of the city, would divert the travel and carriage from the water to the Railway track, and because Gzowski & Co. would be better able to carry out the contract than any of the others who had tendered.

We had no apprehension of Mr. Berczy failing to perform his contract, nor of Mr. White; but the Committee had private information that Mr. Cotton did not intend to abide by his tender of £75,000.

The reason why Gzowski was dealt with, was for fear of losing the Railway in front of the City.

In accepting Gzowski's tender of 7th October, 1853, for £150,000, the Committee did not consider they were accepting a higher tender, in proportion to the work to be done under such tender, than Mr. Berczy's tender, which was the second lowest for the work he then proposed to do.

I think Mr. Gzowski did not raise his first tender by £11,000, but raised it by a sum nearer £40,000, in this way,—substituting crib work for stone work would make a difference of £30,000, as the Esplanade is now being built, which is the difference valued by Mr. Gzowski, and which he authorized me to state, and which I think I did state in Council.

The part between the Queen's Wharf given up, was considered to be sufficiently allowed for by the contractors by the additional work assumed to be done beyond Berkeley Street to the east, gravelling and other additional items in the Esplanade itself.

We had no professional estimate made showing what the deductions would be, and what the additions would come to.

The Committee adopted Mr. Gzowski's tender for the £150,000, as being in their opinion equally low, considering the work to be done, with Mr. Berczy's tender of £84,000, on Thomas's plan; but they had no professional estimate showing the difference of the work between the two tenders.

Cannot remember of having my attention drawn to Mr. Shanley's statement in his letter of 21st July, 1853, that the expense of following Howard's line in place of his own would be only £5,000. Cannot explain why the distances from points in land to extent of breastwork, stated in the specifications annexed to contract, vary from the distances given in Gzowski's specifications of 7th October, 1853.

I had been Secretary of Toronto and Guelph Railroad Company for about a year, and ceased to be so about September, 1853.

There never has been any relation existing between myself and Gzowski & Co., either directly or indirectly. There was no compensation or allowance in any way or shape, directly or indirectly, made to me for my services as a member of the Council or of the Committee of Wharves and Harbours, or for anything I did connected with the Esplanade.

I protested at all times holding any communication with Gzowski & Co. on the business of the Council, and more particularly unless in the presence of Mr. Gooderham.

I think I remember Mr. Romain saying in Council, when the subject of Gzowski's contract for the Esplanade was before the Council, that he would not vote on the question, which I believe was for the adoption of the 8th Report, dated 10th October 1853, because he was in the employment of Gzowski, & Co.

Sat till a quarter to six, p. m.

Adjourned till half-past two, p. m., to-morrow.

The Committee met at half-past two, p. m., on Thursday, 22nd March, 1855.

Present—Adam Wilson (Chairman), the Mayor, Aldermen Carr, Henderson, Sheard, Councilman Smith.

William Thomas, Esquire was examined. He says, I was employed about the end of July or beginning of August, 1853. As I was then acting as City Surveyor, under a resolution of the Council during Mr. Howard's absence in England to make a design for a stone wall breastwork throughout, upon Mr. Shanley's line of breastwork for an Esplanade, the Committee of Wharves and Harbours instructed me to take up Messrs. Howard and Shanley's plan, and ascertain the real soundings along Mr. Shanley's line of breastwork—that is, Mr. Shanley's original plan. As soon as I prepared my plans, for a stone wall, I received instructions from the Committee to put these three modes of construction to public tender—that is, Mr. Shanley's half stone and half cribbing; Mr. Howard's, all cribbing, forty feet wide, in from face of breastwork filled with stone; and my own plan was stone throughout. The Committee and myself drew a form of tender and advertised same. I then recommended the Committee to prepare a schedule of the different kinds of work, that those tendering might fill in the amounts which should be allowed for extras or omissions. The tenders I put out were to be for work to extend from the west side of Brock Street, terminating at Gooderham's Wharf. [See the Schedule stating the same.] These tenders were based upon Mr. Shanley's line, but with increased depths, according to my soundings, which exceeded Mr. Shanley's by an average of three feet.

Before the tenders were sent in, I had seen the owners of water lots, having received a communication from them, saying the stone

wall was too expensive to be adopted by the Council; and that they did not like Mr. Shanley's plan, half cribbing and half stone; and that it would be better to get a more economical manner of doing the work, using cribbing only, and they wished me to prepare a plan and specification for it, with cribbing only, and also to consult the Committee of Wharves and Harbours, and get the time extended to have tenders made upon this proposed cribbing.

I consulted the Committee, stating what the water-lot owners were anxious to do—to have a cheaper mode of construction than either Mr. Shanley's or my own. They allowed me to extend the time for a fortnight, and to get tenders upon the plan of the water-lot owners, which plan is of cribbing throughout, filled with stone, in lengths of 30 feet each, 11 feet in thicknes at the base, 8 feet at the top; that is, battered 3 feet to average 13 feet in height the whole length, with land ties every 30 feet, of 30 feet in length, secured to a continual sleeper, 14 × 10, according to plan now produced and left with this Committee, having 18 additional joists in each thirty feet of length, for the support of the stone filling, and having seven transverse sleepers of 11 feet at the bottom for each crib of 3 feet; and this cribbing was to have a heavy crib, 16 × 14, forming a coping course.

Upon this plan, and also upon the other plan, tenders were made.

The expression "reduced cribding," as used by the Committee in their minute-book of the 12th of September, 1853, is, as I understand it, reduced in cost from the other plans of stone and half stone, and not the quantity or quality of the work.

I was present when the tenders were opened by the Committee.

Something was said of Gzowski's tender of.....		£139,000
And it was reduced by the Jetty	£10,000	
And work about to be done by the Northern Railroad Company	5,000	
		15,000
Leaving the amount of his tender at		£124,000

It was then mentioned, that for the same work there was a tender from George White, & Co., according to Shanley's plan, of £100,000 in Debentures.

Some conversation arose, and I remember it distinctly, on the difference of price between Gzowski and White, when Mr. Thompson

said he saw no chance of Gzowski getting the contract, the difference was so great between their two tenders. I was then ordered by the Committee to take the whole of the tenders and plan home with me, and go into the respective merits of each, and to report thereon to the Committee. I was then advised by Mr. Gooderham, the Chairman, to see Mr. Gzowski upon his tender, and to ask him if he meant to take his work to the same depth as the other parties who had tendered. This was done because Mr Gzowski's tender was in before those of the others, and he had not appeared as a competitor with the others. I saw Mr. Shanley, and questioned him about soundings. He seemed to be taken aback about there being anything more required than ten feet. He said he had not taken the soundings himself; he had taken the depths from Mr. Howard's plan. I then wrote to Gzowski about the soundings. He answered he would take the risk of soundings himself. I went into the examination of Mr. Thompson's tender, who had only given schedule prices, and not a lump sum for which he would do the work. To ascertain what the total of his amount would be at his tender prices, I made out a statement of the quantities at his prices as follows :—

657,000 run of timber in cribbing, at £35 per 100	£21,372	0	0
208,791 superficial inch lumber in plank, at $18 per M	904	0	0
20,090 cubic yards stone filling, at 7s. 6d.	7,533	0	0
760.000 " earth filling, at 1s. 6d.	57,000	0	0
	87,509	0	0
Add 1½ per cent. incidental expenses.....	1,312	10	0
	£88,821	10	0

The result of Mr. Thompson's tender prices shewed he would do the work according to my plan for about that sum.

I reported to the Committee about the 19th of September, 1853, to the effect of the draft report which I now have, and therein stated the lowest of the tenders as follows :—

	Deb.	Cash.
Robinson & Co., stone throughout with earth filling	£165,000	£150,000
G. White & Co., Shanley's plan.....	100,000	
With an extra depth of 2 feet, as suggested by me	116,000	
James Cotton, my plan of cribbing and stone filling throughout, and earth filling.....	75,000	
Carried forward.....	£456,000	£150,000

James Cotton, with my stone walling and steps to the end of the streets, about 13 streets..... 83,000

In this report I recommended the acceptance of Mr. Cotton's tender at £75,000, and to have the addition of stone walling and stairs at the different streets.

As to what Mr. S. Thompson says about my acting for the Water Lot owners, I say, as I have before said, I was waited upon by the Water Lot owners, and as I believed their interest was the same as that of the city. I thought I was acting for the interest of the city in all I did.

On September 24, 1853, Mr. Gzowski was present with the Committee of Wharves and Harbours, when I came to their room, and a conversation took place between myself and Mr. Gzowski about the Railway being threatened to be taken to the back of the city in place of the front,—when I mentioned that it would cost three times as much to take it to the back of the city as the £10,000 he was to give for the track along the Esplanade. Mr. Gzowski said he thought so, too, at one time, but he was quite satisfied then to the contrary; that he had understood from Mr. Jackson he would not come down to the front of the city at all unless he had the doing the work, and his contract was accepted. I said to Gzowski it was a very extraordinary thing, the Great Western Railway Company was expending about a quarter of a million to bring their line down to the water at Hamilton, and the Grand Trunk Railway should want to keep away from this front altogether,—he just passed it off. Soon after that, S. Thompson and Gzowski had some conversation between themselves, and they were retiring into the room in the rear, Mr Thompson then having my plan (at present lying before me), when I called Mr. Thompson aside, and told him I considered it was altogether without precedent in my professional practice to make any arrangements with a contractor who had not competed for the work,—that it was an act of great injustice to the others who had tendered, who had gone to a great deal of labour in preparing their tenders. I don't know exactly what he said, but it was to the effect that he or the committee (I don't remember which he said), considered that they were at liberty to do so, and from that time my services ceased in this matter for the city. The reason for which, I believe, was because I had so interfered,—the tenders were spoken of.

I never had any reason to doubt of the different tenders being *bona fide*, Mr. Berczy's, for instance, or White's or Cotton's. I was present at the Committee room when Mr. Cotton was called in by the Committee, and they asked him if he was ready to carry out his contract, if everything was satisfactory; he said he was quite ready to do so, or words to that effect.

The plan before me, in which the pencil line is, is my plan; the coloured line is Mr. Shanley's original line, upon which all the tenders were made, and which I extended to Gooderham's Wharf.

The difference between doing the work according to Mr. Shanley's original plan, of half stone and half cribbing, and doing the same line of cribbing and in the same depth, will be £23,714. And upon being shown Mr. Shanley's estimate of masonry at £43,900, and deducting that from his total of £139,000, and then adding the necessary height for timber and stone filling to make up to Mr. Shanley's height of 10 feet 6, according to his plan the like sum and prices he has charged for the lower five feet, it would be £20,100. The result of difference between half stone and cribbing would be £23,800, according to Mr. Shanley's showing.

Tender as above.....		£139,000
Deducted for Jetty.....		10,000
		£129,000
Deduct above difference between stone and cribbing	£23,800	
I then estimate the expense of work between the Queen's Wharf and Brock Street, which has been abandoned, the distance being 1,710 feet,—assuming the same to have been done,—of the reduced cribbing, the earth filling, say—computed at 1s. 6d. per yard, while the above £139,000 includes earth filling at 2s. per yard.....	10,000	
Crib work and stone filling for same distance, on the prices of 65s. a 100 for timber, and 7s. 6d. a yard for stone filling; while Shanley's prices are 100s. a 100 for timber and 10s. for stone filling, and his quantities are much more than mine.....	4,226	
Carried forward.....	£38,026	£129,009

Brought forward.....	£38,026	£129,000
But still, at my low prices and estimates, the difference is £14,226.		
Leaving a residue of.....		£90,974
Then I add for the line of Esplanade being carried further south and east than Mr. Shanley's original plan as follows :		
From Berkeley Street to the Don, one-third, the filling from Brock Street to Wharf, say...	£3,333	
Add the above cribbing	4,226	
Total.....	£7,559	
Deduct for only 1,500 in place of 1,700 feet, say.....	559	
Residue	£7,000	
Earth filling for line being carried further south, between Bay Street and Berkeley Street, from Mr. Shanley's original line to contract line, as marked on my plan, now before Committee, in strong pencil, 275,561 yards at 1s. 6d.....	20,667	27,667
Cribbing and stone filling will be same as old line.		
Total of original tender of Gzowski, as reduced and increased according to present tender work		£118,641

The engineering of this work would be 2½ per cent. for surveying, drawing plans, &c., and completing the whole work. I never was asked by the Committee what my charges would be for superintending, &c. I never gave Mr. Thompson any information that I recollect of showing that Gzowski's tender at £150,000 was just as reasonable for the work he was to do, as Mr. Berczy's tender, at £84,000, was for the work he had agreed to do.

I took my own soundings, but the measurement of distances from Shanley's plan ; all my calculations and quantities are taken from an average 13 feet in depth. Assuming Mr. Berczy's offer of £84,000 to do the work from Gooderham's Wharf to Brock Street, according to my plan with cribbing to the Queen's Wharf, the difference between such work he was to have done, and that Gzowski is to do it, as follows :

Extra from Gooderham's Mill to the Don say one third of the price (on 2nd preceding page), from Berkeley Street to the Don, that is of £7,000, say.....	£2,333	6	8
Also the extra filling south, between Berkeley Street and Bay Street, as above, say.....	20,667	0	0
	£23,000	6	8
Amount by which Berczy's contract is to be increased for purpose of judging of reasonableness of Gzowski's last tender of £150,000 :			
Less the cribbing and stone filling between Queen's Wharf and Brock Street, included in Berczy's tender of £84,000, but omitted in Gzowski's tender of £150,000, as above in 2nd preceding page	£4,226	0	0
	£18,774	6	8
To be added to Berczy's tender.....	84,000	0	0
Tried by Berczy's estimate, Gzowski's last tender should have been.....	£102,774	6	8

All this is founded upon a depth of 13 feet.

Committee adjourned at half-past 6 P.M.
Sit to-morrow at half-past 2 P.M.

On Friday and Saturday no meeting, in consequence of illness of Chairman.

Meeting called for Monday, 26th March, at half-past 2 P.M.

Monday, March 26th, 1855.

Committee met at half-past 2 P.M..

Present,—Adam Wilson, Chairman ; the Mayor; Ald. Carr, Henderson, Sheard, Smith, and Councilman Smith.

Clarke Gambe, Esq., City Solicitor, attended.—Is shown memorandum, 25th November, 1853, with reference to contract to be entered into between Gzowski and City of Toronto, it is in, as I think,

Mr. Brondgeest's handwriting ; he is a clerk in Gzowski's office, or managing man, or chief accountant. This was the first paper which came into my hands for the purpose of drafting the contract. Upon the above memorandum I drafted a contract, in pursuance of the terms of the same. I submitted same from time to time to Gzowski. Gzowski said it was not drawn up according to his memorandum with the Corporation. My reply was, it was drawn up according to the memorandum which I had, which was given to me. What I say now refers particularly to the 1s. 3d. per cubic yard for earth. Gzowski objected to this 1s. 3d., as he had taken the contract in gross, and that the 1s. 3d., according to my recollection of what Gzowski & Co. said, was an approximate merely to guide them in receiving their payments from the city, according to the work done, and was not to be taken as the actual price of the earth filling itself. I said I had no power to alter it,—they had better see Mr. Thompson. They did do so, when my draft was altered to the form in which it now stands in the contract, by the direction of Mr. Thompson. Gzowski had my original draft ; Gzowski undertook to make a fair copy of my draft, which was the reason he got it. I have no recollection how or why the £140,000 was altered into £150,000, as in the contract. The letter, not signed, but dated 7th October, 1853, is also, I think, in Mr. Brondgeest's handwriting ; this letter is not the original document, so far as I know, but the same is a copy sent to me from Gzowski's office.

The pencil figures and writing on the memorandum of 25th November, 1853, appear to be in Mr. Thompson's handwriting.

I don't know how it is the specifications state the distance to be 600 feet from the north-west corner of Brock Street and Front Street, nor whether the plan upon which the above letter of 7th October, 1853, is founded is 630 feet, so that if there be any difference, how that difference arose. Mr. Thompson was the one who managed the matter for the city principally. After Gzowski & Co. copied contract, I compared same.

William Gooderham, Esq., attended.—I was Chairman of Committee of Wharves and Harbours in 1853. Is shown above memorandum, dated 25th November, 1853. I may have seen it before, but I don't remember. The pencilling in margin may be Mr Thompson's, but I don't know. I always understood the Esplanade was to have been built for £150,000 by Gzowski & Co., without any

reference to the bridges; and I cannot explain why there is a difference of £10,000 between the work of the Esplanade as mentioned in the memorandum of the 25th November, and that specified in the contract. I think Gzowski's tender of 29th August, 1853, was about the first sent in; he did not tender again with the rest, but I think there was a communication from him on the subject.

I don't know why G. White's tender of £100,000 on Shanley's plan was not taken. There were several tenders put in the Committee did not entertain, because the Committee did not think the parties could carry out the work, and the Committee was not satisfied the work would be completed. I don't name any names.

The Grand Trunk people were not satisfied if other parties had the contract, the Esplanade would be ready in time for their use. This was a powerful reason why Gzowski & Co. were preferred. Mr. Thomas was ordered by the Committee, I think, to prepare a plan of cribbing to suit the Water Lot owners. I am not positive of this, but I think so.

The Committee did not take Gzowski's first tender of £139,000, and add to or substract from that, to judge of the reasonableness of his tender for £150,000, because the first was in a different line from the second; but by dissecting the offer of £150,000, and making up a memorandum of the different parts of the work,—which memorandum was made by Messrs. Gzowski and Thompson in my presence, I think in Gzowski's office,—it appeared there was no great difference, or any difference that the Committee thought worth entertaining, between the price of £150,000 for the work proposed to be done for that sum and the sums for which the other parties had tendered to do their work for, which I also couple with the advantage of having the line of Railway along the Esplanade. I believed that Gzowski & Co. would have taken the Railway line to the north of the city if they had not obtained the contract.

As to the 40 feet right of way, I think if that were given in exchange for the extra piece at the south and the strip at the north, that the city and owners of water property will still be gainers. I do not remember whether Mr. Thomas had limited the parties tendering in his specifications to do the work in two years. I do not think any indulgence at all, as to the time within which the work was to be done, was given to Gzowski & Co., over the others who tendered. The owners of water lots opposed the proceeding as to

the Esplanade, because they wanted a line of Esplanade, to suit themselves, and because the earth filling they contended they should only pay 1s. 3d. a yard for. The line of Esplanade was afterwards made to suit them. I understood the owners were to pay no more than 1s. 3d. a yard for earth filling. The corporation, I think, consented to this, at all events they satisfied the water-lot owners on this point. Gzowski expressed a willingness to pay any one who would contract with him for it 1s. 3d. a yard cash for earth filling. Mr. Thompson, upon the amalgamation of the Toronto and Guelph Railroad with the Grand Trunk, was recommended by the Directors to be allowed £500 for the loss of his office as secretary to the Guelph Railway.

The Esplanade along my easterly property would not leave above 20 feet, after deducting from it the 66 feet required for the road.

I cannot give any account of pencil marks on plan, nor how it is there is a difference (if there be such a difference) between the line of Esplanade at Brock Street and the other streets, as required in the plan of 7th of October, 1853, and in the contract plan. I did not consider whether the city had the power to sell the 40 feet right of way in the position in which it is. I did not ascertain what claim the water-lot owners would make for the land proposed to be taken from them above the 100 feet, because I thought their proportion of what they would receive upon a valuation of the lots being made by being extended to the windmill line on the south and the south of Front Street on the north, would be a sufficient recompense to them. I do not think I ever told Mr. Howard to take back his estimate and amend it. If I did tell Mr. Howard anything, it must have been based upon either work I was having done, or more particularly the price that work was being done for at the Queen's Wharf. I did not tell him to put the price of timber at 1s. per foot, or stone at $16 a toise, and other things in proportion. Neither did I ever state that if Mr. Howard's first estimate were correct, the Committee would have to report against Gzowski's tender.

I do not think I took any material action in the plans of the Esplanade; Mr. Thompson struck the lines, but with my consent, to suit the views of the water-lot proprietors. I never objected to act as chairman of committee, but Mr. Thompson did much or most of the writing, as being more accustomed than myself to the pen.

I was no party to any change being made, nor was I aware that there had been any change made in the line of Esplanade after the contract was accepted with Gzowski & Co.

James Cotton attended. Tendered for the Esplanade in fall of 1853, £75,000, for crib-work and earth filling. Myself and water lot owners opposed the contract being entered into, because they wished to know the prices that the particular parts of the work were to be done for. An assurance was afterwards given in Council that the owners would be charged only 1s. 3d. a yard for the earth filling, and that that was the price that Gzowski's tender was based upon.

I heard after that this price was repudiated, either by the Council or by Gzowski, and that the water-lot owners would be charged whatever the proportion of each lot would come to, not basing it upon 1s. 3d. a yard, but upon the round sum of £150,000 for the whole work.

Upon receiving notice to fill lot, which was also given to other water-lot owners, I called at City Hall twice to see the plan of Esplanade adopted by the Council, but could not find a plan which was authorized or adopted by the Council.

I took a sub-contract from Gzowski & Co. to build the Esplanade according to his contract with the City, for 1s. a cubic yard earth filling for all the earth I got between the south side of Front Street and the waters of the bay, and for all that was required over that I was to provide it by dredging or otherwise as I could, at 1s. 2d. a yard, to complete all the necessary earth-filling.

Cribbing at £37 10s. finished all complete for every lineal thousand feet, equal to 9d. per foot workmanship and all, stone filling at 45s. a toise, placed in the cribs. We could make no estimate exactly. Gzowski said there might be a million of yards earth filling, 400 M. feet timber, and about 4,000 toise of stone. Gzowski informed me that he had only 1s. 3d. a yard for earth filling himself. After Gzowski had taken the contract, I said to Gzowski I would be very willing to take the job from him at £75,000. Mr. McPherson, who was by, shook his head, and said that they could not let the work at a lump sum. I think my sub-contract price, if the work had been done under it, would have been less than the £75,000, and I believe the above quantities are over estimated by about 25 per cent., computing from that which has been already filled out. It was my intention to carry out my contract if I had got it; I never intended to back out of it;

I never gave any one any reason to believe I would not do the contract. I never tendered at any time where I was more anxious to do the work tendered for than when I tendered for this work. I bought in Vaughan £6,000 of pine timber land, chiefly for the Esplanade (if I had got it). My impression is, that Mr. Thompson was determined to give the contract to Gzowski. My impression was that he was in Gzowski's employment. It was notorious that Gzowski & Co. were contractors for Toronto and Guelph Railway Company, and had the control of the election of directors, and Thompson was the secretary, and received £500 bonus, as I always understood; upon what particular ground I do not know.

Adjourned at 7 p.m. till Wednesday the 28th March, 1855, at half-past 2 p.m.

Summon G. White, A. Manning, and C. Berczy—to bring all necessary papers, memoranda, &c.

Wednesday, half-past 2 p.m.
28th March, 1855.

Present, Adam Wilson (Chairman), Aldermen Carr, Duggan, Henderson, Sheard, Smith, and Councilman Smith.

Charles Berczy wrote he could not attend.

Alexander Manning attended.

I made and was interested in a tender for the Esplanade work in 1853. I was a water-lot owner in 1853, and was very much annoyed about the passing of the act compelling water-lot owners to build or pay for their own share of the Esplanade. The water-lot owners had several meetings on the subject, when I acted as secretary. Mr. Berczy consulted with me on several of the water-lot owners combining and making a tender for the work, as a means of keeping down the allowance of any excessive price to whoever might get the contract, as it was expected that Gzowski & Co. would then get the contract. We were then prepared however to accept the work, and go on with it if we had got it.

I jointly with others from the States tendered to do sections of the Guelph railway on this side of Georgetown; Gzowski & Co. also tendered for the Guelph Railway line, and have since got it. After they had got the contract, the Guelph Railway Company bought out Sterling, at the foot of York Street, for a depot, intending as I thought to continue their line from the west of the old garrison

easterly into the city, under the bank, according to Shanley's plan of the line of the Guelph Railway within the city. I with Snarr then took a contract from Gzowski and Co. to supply 60,000 feet of timber for cribbing, and to frame it and prepare it ready to sink on the line of Railway, which I should think will be about the same line where the Esplanade on that part of the city now is. Gzowski then said that this quantity would only be a small portion of the timber which would be required, but he could not tell at present, because they expected to continue the line from York Street westerly beyond the Queen's Wharf to meet the Guelph Railway. Gzowski wished me to sink the cribs. I refused, because Gzowski would not allow me $8 a toise, as he said he could get it for less. I was to be allowed £28 2s. 6d. per thousand feet of timber, completely worked and finished, ready to be put together for sinking.

In July or August, 1853, the amalgamation between the Grand Trunk and Guelph Railway lines took place. I had been proceeding under my prior contract for some months before, but on the amalgamation taking place, they gave me notice to stop, saying they would be likely to get the work of the Esplanade, and the whole of the timber would be wanted for that job. My sub-contractor sued me for damages for stopping him in his work, and Gzowski & Co. settled the demand which was so made against me.

In September, 1853, I tendered for Esplanade as above mentioned on Shanley's plan of one-half stone, Thomas's of wood, and Thomas's of stone. I was interested in Cotton's tender on Thomas's plan of wood for £75,000. I was interested in that of G. White's for £100,000 in Shanley's plan of half stone, and I was interested in Cotton's tender of £180,000 on Thomas's plan of stone throughout. White and myself came here and saw Thomas's plan now produced to me, and we saw also Mr. Thomas's elevation of the stone breastwork, which gave the depths of soundings at the different points. I made up the quantities according to Thomas's soundings, even on the tenders which were made up on Shanley's plan, not taking the quantities on Shanley's plan. The memorandum I now produce contains the height of cribbing, according to Thomas's soundings, from the Windmill to Queen's Wharf, shewing an average of 13 feet throughout. The quantities of earth filling I actually made, to be necessary, were 547,977 cubic yards, but I put it down for a little larger, that is at 567,000 yards, and this was made up from Thomas's

depths and distances. The cribbing is from Queen's Wharf to the Windmill, the earth filling from Brock Street to the Windmill. My average of earth filling in depth throughout is 9 feet and a little more, and I do not think it will take more than the above 567,000 yards to do the work, even according to the new line, which is further to the south and east. Between Brock Street and York Street, for instance, the depth of earth filling is not 9 feet, nor more than 7 feet, and the soundings are not so deep as those upon which I based my computation, so that the extension further south and further east being in less soundings than I reckoned upon, where it is further south, and being less from York Street to Brock Street than I computed upon, and which is a part of the line which has not been altered; the result is that my deeper assumed soundings, and greater average depth of earth filling throughout, will fully equal the difference occasioned by the line being extended more to the south and east; and I feel perfectly satisfied that now the work will not take more than 567,000 cubic yards of earth filling.

After Gzowski had got the contract, that is in December, 1853, I said I was surprised he had got the contract, with such an increase of price upon it, when there were others who had tendered for less. He said it was their luck that the Corporation should have taken their first offer of £139,000. I then shewed him my quantities and distances, and said I was sure they were correct.

On the 13th of March, 1854, after a good deal of negociation, Cotton, White, and myself took a sub-contract from Gzowski and Co. to do the earth filling, cribbing, and stone filling from Brock Street to the Don, the whole line of Esplanade, which we wished to do in bulk, for £65,000, as I think Gzowski seemed willing to let it in bulk, but McPherson was not willing, so we agreed to do the earth filling at 1s. a yard for what was taken from the bank, and 1s. 2d. a yard for all earth they had to provide elsewhere; but Gzowski & Co. told me we could get 750,000 yards south of Front Street, $150 per thousand for the timber, and $9 a toise for the stone, all complete. The quantities which I make up of the different kinds of work in the Esplanade will be as follows:—

567,000 cubic yards earth-filling at my price, 1s.	£28,350	0	0
4,000 toise of stone, at $9.....	9,000	0	0
350,000 feet of timber, at $150 M.	13,125	0	0
288,000 feet of plank, at $12 M.	864	0	0
	£41,339	0	0

I always thought our work in the whole would amount to about £50,000.

Mr. Thompson said the water-lot owners would not be called upon to pay more than 1s. 3d. a yard for earth filling; upon this they withdrew their opposition to the contract being made with Gzowski & Co. Afterwards Mr. Thompson said that Gzowski & Co. had taken the contract at a lump sum, and if they only paid 1s. 3d. a yard for earth filling, they would have to pay the difference upon the crib work. I never heard of such a charge as 2s. a yard for earth filling, until quite lately. Tenders were put off for a fortnight or so by the Committee on Wharves and Harbours, to enable Thomas to make up his plan of cribbing, and to receive tenders upon the same. I set the cribs which I sank for Gzowski and Co. in the ground as it was, without any dredging; they would not allow us for it. Our contract did not specify dredging. I know Cotton was prepared to go on with his tender if he got the contract. There is no arrangement made at the edge of the breastwork leading down by stairs or otherwise to the water.

George White, appeared.

I tendered in September, 1853, for the Esplanade, according to Shanley's plan, stone on crib foundation, £100,000, at a distance of 11,300 feet, which I was anxious and ready to carry out if I got it. My quantities were :—

567,000 yards of earth filling, at 1s. 6d.....	£42,525	0	0
373 cribs at an average of 1,300 feet of timber to the crib, each £70 a crib	26,110	0	0
6,000 toise of loose stone, at 60s.....	18,000	0	0
11,300 feet of planking, 10 feet wide, 4 inches thick, at $8 M. inch measure.....	2,600	0	0
Contingencies	10,765	0	0
	£100,000	0	0

This does not include in express terms the quantity and prices of the different kinds of stone work according to Shanley's plan, but I thought I could do it for the above £100,000, allowing £10,765 for contingencies as a part of the allowance for the stone work, and deducting from the other items as much less as would be required by doing it of stone in place of crib work throughout. I put in my tender, after being assured by Mr. Thomas that the lowest one would

be accepted. I sat here several nights with Mr. Thomas, getting information from him to enable me to make it up, and I was quite prepared to give security and go on with the work if I got it. I did not reckon upon getting the earth from the bank when I tendered ; I thought of getting it from the Don, or from my farm, or from elsewhere, when I allowed 1s. 6d. a yard. Getting it from the bank makes a great difference, by reducing the price of earth filling ; I estimated, and so I believe did all the others, to the water's edge of the Esplanade as the space to be filled with earth, although all along the water edge consists of cribbing and stone filling. I made no deduction or allowance upon that account.

Adjourned at a quarter before 7 P.M., till Friday at 2½ P.M.

Summon J. G. Howard, S. Fleming, Jonathan Dunn, John Baxter, D. L. MacPherson.

Friday, 30th March, 1855.

Committee met at half-past 2 P.M.

Present,—Adam Wilson, Chairman ; The Mayor; Ald. Carr, Henderson, Sheard, Smith, and Councilman Smith.

John Baxter, attended.—I was a member of the City Council in 1853, and I believe, in the fall of the year, a member of the Committee of Wharves and Harbours.

Sandford Fleming, Esq.—I am a Civil Engineer. The distance on Mr. Thomas's plan of 7th October, 1853, between north-west corner of Front Street and the intersection of Brock Street, is about 660 feet to the edge of the embankment. From the north side of Front and the west side of Simcoe Street, the distance is about 535 feet to the edge of embankment. From the north side of Front Street and the west angle of Bay Street, the distance is 535 feet to edge of embankment. From the north side of Front or Palace Street, and east side of George Street, the distance is about 610 feet to the edge of embankment. From the north side of Front or Palace Street, and the west corner of Berkeley Street, the distance is about 610 feet to the edge of the embankment.

In plan of 3rd November, 1853, the distances are as follows : at,

	Feet.		Dif.
Berkeley Street, from same point,	575	.....	35
George " " "	600	.....	10
Bay " " "	520	.....	15
Simcoe " " "	530	.....	15
Brock " " "	635	.....	25

On contract plan distances as follows :

Berkeley Street, from same point,	580
George " " "	580
Bay " " "	500
Simcoe " " "	500
Brock " " "	600

The difference in the price of earth filling, by having the line of Esplanade less by 30 feet to the south than it ought to have been by the plan of 7th October, 1853, will be about 103,500 cubic yards.

John G. Howard, Esq., attended.—The distance is 3,267 feet from the west side of Brock Street to the east side of York Street; and according to the estimate of prices I formerly accepted, after having seen the Committee on the subject, as I formerly stated, at £4 5s. for cribbing and stone filling, the work that is now actually being done is so much less than that which I estimated was to have been done for the £4 5s., that, allowing this increased sum of £4 5s. to stand, and calculating the quantities of actual work being done at such increased price, it will very nearly equal my first assumed quantities at my first low price of 55s. per cubic foot.

The effect of all this is, that by increasing my prices from 55s. to 85s., but by taking the actual quantities in place of my former assumed quantities, the result will be about the same. Above distance, from west side of Brock Street to east side of York Street, 3,257, at 85s. [A confusion arises here by permitting the distance of 3,257 feet to represent two different quantities of work, while the details should be made up to show the precise difference at one price or another.]

The quantity of earth filling which I make up will be required to complete the contract line between Brock Street and the east side of York Street, will be 189,991 cubic yards, according to my measurement of the bank before the banks were cut. I have not made up

what the difference between stone work and crib work will be; nor have I made up any estimate of difference occasioned by deducting the length of line between the Queen's Wharf and Brock Street, and by adding to it the greater extension to the east and to the south.

Adjourned at 6 P.M., till Tuesday at half-past 2 P.M.

Tuesday, 3rd April, 1855.

Met at half-past 2 P.M.

Present,—Adam Wilson, Chairman; The Mayor; Ald. Carr, Henderson, Sheard, Smith, and Councilman Smith.

J. G. Howard, Esq., in attendance.—1st. I produce a sketch and estimate of Shanley's plan, of half stone and half cribbing, according to Thomas's soundings of an average of 13 feet, including the Jetty, from the Queen's Wharf to Berkeley Street, and I make the quantities as follows, at Shanley's prices:

352,060	cubic feet	timber	at 1s.,	£17,603	0	0
11,600	" yards of	dredging	at 2s.,	1,160	0	0
25,723	" "	stone filling	at 10s.,	12,861	10	0
11,600	" "	ashlar	at 60s.,	34,800	0	0
9,000	" "	rubble	at 20s.,	9,000	0	0
750,000	" "	earth filling	at 2s.,	75,000	0	0
			Total,	£150,424	10	0

2nd. An approximate estimate of the cost of an Esplanade on *Howard's line*, according to Shanley's plan and soundings, from Brock Street to Parliament Street, distance 8,741, one-half stone and one-half cribbing,—the quantities are as follows, at Shanley's prices:

163,712 feet lineal timber, at 1s	£8,185	12	0
8,741, at 140 yards in every 100 feet, equal to 12,236 cubic yards of stone filling, at 10s	6,118	0	0
8,741 cubic yards of stone ashlar, at 60s	26,223	0	0
8,741 feet of rubble wall, equal to 3,642 cubic yards, at 20s	3,642	0	0
496,977 cubic yards of earth filling, at 2s	49,697	14	0
Carried forward	£93,866	6	0

Brought forward				£93,866	6	
Extra earth filling out to Howard's line, Mr. Shanley's estimate of difference.....				5,000	0	0
Total,.....				£98,866	6	0
For extending line from Parliament Street to the Don, distance say 1,500 feet, by an average of 250 feet in width, and an average of 6 feet deep:						
33,510 feet cubic timber, at 1s..	£1,675	10	0			
36,000 feet inch measure of 3-inch planking, at 60s.....	108	0	0			
2,490 cubic ys. of stone filling, at 10s.	1,245	0	0			
83,332 " " earth filling, at 2s.	8,333	4	0	11,361	14	0
Total,.....				£110,228	0	0

3rd. An approximate estimate of the cost of an Esplanade from the Queen's Wharf to Berkeley Street, according to Shanley's line and plan, substituting crib work throughout in place of one-half stone and one-half crib work, the quantities will be as follows, including the Jetty,—allowing 300 feet return at Queen's Wharf with 200 feet, making in all a distance of 11,600 feet, at Shanley's prices:

441,440 feet of timber, at 1s.....				£22,072	0	0
34,000 stone filling, cubic yards, at 10s.....				17,000	0	0
750,000 earth filling, at 2s.....				75,000	0	0
878,400 feet inch measure, in 3-inch plank covering, at 60s.....				835	4	0
				£114,907	4	0
Then extending this from Berkeley Street to the Don, as in preceding page, will be.....	£11,361	14	0			
And carrying the line of old Esplanade, from Bay Street to Parliament Street, as far south as their thin pencil line drawn by Gzowski on Thomas's plan, will give additional quantities as follows, according to memorandum hereinafter mentioned:						
104,444 cubic yards of earth filling, at 2s.....	10,444	8	0			
	£21,806	2	0			

Then if work which has been abandoned between the Wharf and Brock Street be deducted, the above amount will show what the work should have been done for according to Gzowski's pencil line.*

4th. Estimate of work in progress to form the Esplanade from Brock Street to the Don, the prices will be £2 15s. per lineal foot for cribbing, including stone filling, and 1s. 6d. per cubic yard for earth filling:

3,257 feet of cribbing, between west side of Brock street and east side of York Street, at £2 15s...				£8,956	15 0
189,991 cubic yards of earth filling for same work, at 1s. 6d.....				14,249	6 6
5,484 feet of cribbing from east side of York Street to Parliament Street, on thin pencil line or Gzowski's line, at 55s.....				15,081	0 0
275,258 yards of earth filling on old line of Esplanade, between east side of York Street and Parliament Street, at 1s. 6d.....				20,644	7 0
104,444 yards of earth filling extra, out to thin pencil line or Gzowski's line, at 1s. 6d.....				7,833	6 0
				£66,764	14 6
78,500 extra yards of earth filling out to thick pencil line or line tendered upon 7th October, 1853, at 1s. 6d.....	£6,562	10	0		
1,500 feet cribbing and filling, from Parliament Street to the Don Bridge, at 55s.....	11,361	14	0	17,924	4 0
				£84,688	18 6

Which I think will be the full value of work as it is being done.

The reason I allow the £2 15s. per lineal foot, is because the average depth is only 9 feet, while in my former estimate, as corrected on information received from the Committee, my price was £4 5s. per lineal foot, at an average depth of 14 feet; and admitting the higher estimate to stand as the value of work 14 feet in depth, the above sum of £2 15s. per foot is fully sufficient at the average depth of 9 feet.

* Note.—Mr. Howard's evidence in this part was not completed, it required some calculations which were not supplied.

The actual quantities of work on Esplanade as now in progress, at Mr. Shanley's prices, from Brock Street to east side of York Street:

189,991 cubic yards of earth filling, at 2s.....	£18,991	2	0
107,800 feet of timber, at 1s.....	5,390	0	0
784 toise of stone filling, at 80s.....	3,136	0	0
	£27,517	2	0

Received on 30th of March last a note from D. L. McPherson, saying he could not attend, but he would answer any question in writing.

Adjourned at 20 minutes past 5 P.M., until to-morrow, at half-past 2 P.M.

Wednesday, 4th April, 1855.

Committee met at half-past 2 P.M.

Present,—Adam Wilson, Chairman; Aldermen Carr, Henderson, Sheard, and Councilman Smith.

Received letter from Mr. Fleming, saying he had not had time to make up the statement required of him, that it would take two or three days to make it.

Mr. McPherson was written to by direction of Committee, to explain why it was the difference existed between the distances from the north side of Front Street and the outer edge of the Esplanade, as stated in the plan and tender of 7th October, 1853, and the actual contract plan and specifications.

The Committee have been informed by the Chamberlain, that Water Lots, Nos. 53 and 54, were leased by the city to the Toronto and Guelph Railway Company on the 25th November, 1852, 177 feet at 30s., £265 10s.

Upon making an estimate of Mr. Shanley's estimate of the expsense of his Jetty, half stone and half crib-work, at his own price it appears as follows:—

87,000 yards of earth filling, at 2s..	£8,700	0	0
Mr. Shanley's own estimate:			
26,700 feet of cribbing, being 900 × 200 feet × 76 in depth, at 1s.....	1,335	0	0
866 yards of Ashlar Masonry, at 60s.....	2,598	0	0
366 yards of Rubble do. at 20s.....	366	0	0
The total expense appears at.....	£12,999	0	0

while he estimated it at only £10,000 or about £3,000 under the mark.

Adjourned at 10 minutes past 5 P.M.

Monday 9th April, 1855.

Committee met at 1 P.M.

Present,—Adam Wilson, Chairman; Aldermen Carr, Sheard, Smith, and Councilman Smith.

Draft Report read; directed to be engrossed and presented.

Mr. Howard was in attendance.

Adjourned at a quarter past 6 P.M.

The Committee in the course of their investigation have made reference to the following among other documents:

1. Letter of A. M. Ross,..... dated 28 June, 1853.
2. Letter of K. Tully..... " 26 Aug., "
3. Tender of Gzowski & Co..... " 29 " "
4. Statement of prices of E. W. Thompson. " " " "
5. Letter of C. Berczy & Co..... ..... " 19 Sept., "
6. " James Cotton..... ..... " " " "
7. " G. H. White & Co..... " " " "
8. " Gzowski & Co..... " 21 " "
9. " do. ..... " 23 " "
10. " W. Thomas ..... " 15 Oct., "
11. Resolutions of Water Lot owners presented " 17 " "
12. Printed Copy of proceedings in Executive Council..... " 6 Dec., "
13. Specifications of K. Tully..... " 12 " "
14. Letter and estimate of do..... " 19 " "
15. Petition of Water Lot owners and lessees to the House of Assembly, presented, it is believed, in..... 1854.
16. Printed Copy of proposed Esplanade Bill and of proposed amendments, by owners and lessees..... "
17. Letter of K. Tully..... dated 3 April, "

18 to 30, incl. The 13 different documents of tender of the other contractors beside Gzowski & Co.

31 to 45., inclusively. The Reports Nos. 1 to 15, inclusively, of the Committee of Wharves and Harbours for the year 1853.

46. Specifications of Mr. Thomas in 1853.

47. Report of Mr. Shanley..... dated 16 July, 1853.
48. do. do. ..... " 21 " "
49. Specifications of do. ..... " 20 " "
50. Report of W. Thomas..... " 28 Sept., "
51. Report of do. ..... " about same time.
52. Tender of Gzowski & Co..... " 7 Oct., 1853.
53. Copy of specifications of do..... " " "
54. Report of W. Thomas..... No date.
55. " W. Shanley..... " 2 Nov., "
56. Letter of do. .... " 3 " "
57. Report of do. ..... " 7 " "
58. Memorandum of Gzowski & Co., containing Mr. Thompson's pencil mem..... " 25 Nov., "
59. Report of J. G. Howard..... " 5 Dec., "
60. Copy of Contract..... " 4 Jany., 1854.
61. Approximate estimate of W. Shanley, explaining his former quantities contained in his report of 21 July, 1853..... " 20 March, "
62. The draft of proposed Esplanade Bill.
63. Gzowski Co.'s communication to his Worship the Mayor..... " 19 " 1854.

Beside the contract plan, specifications and contract, the plan of Mr. Thomas, in which is written, "Line of Esplanade on which C. S. G. & Co.'s tender of 7 October, 1853, is based," and containing the thin pencil line, the thick pencil line, and Gzowski & Co.'s line tendered upon on the 7th October, 1853.

The plan intended to represent the above thick pencil line, and the contract line..... ..... dated 3 Nov., 1853.
The plan of Mr. Thomas..... " Sept., "
The letters patent to the City, and the Esplanade plan attached thereto .... " 21 Feby., 1840.
The License of Occupation..... " 29 March, 1853.
The Statute passed..... 14 June, "

The Committee then directed Mr. Howard to make copies of different plans, showing the quantities and distances according to each plan, to annex to the Report of Committee.

Presented Report in Council, 10 April, 1855, with appendix of 8 plans.

Saturday, 21st April, 1855.

Committee met at 2 P.M.

Present,—Adam Wilson, Chairman; Aldermen Carr, Henderson, Sheard, and Councilman Smith.

Draft of Bill amending Esplanade Act read, and desired by Committee to be engrossed, and introduced into Council on Monday night, the 23rd instant.

Adjourned at 20 minutes to 4 P.M.

APPENDIX.

[*No.* 1.]

MINUTES OF STANDING COMMITTEE ON WHARVES HARBOURS, &c.

Monday, Sep. 12, 1853.

Present—The Chairman, Alderman Thompson, Councillors Green and M'Donald.

The following Tenders for the Esplanade were opened:

1. From Messrs. C. S. Gzowski & Co., offering to construct the work according to the plan and estimate of Mr. Shanley, and to allow the sum of £10,000 for the right of way on the Esplanade to the width of forty feet.
2. From E. W. Thompson, detailing the price per foot and yard.
3. From R. Tinning, according to reduced plan of cribbing of Mr. W. Thomas ..... £123,000 debs., 111,900 cash.
4. From Worthington & Co., for stone work throughout ..... 187,000 " 170,000 "
5. Do., reduced cribbing..... 123,200 " 112,000 "
6. C. Berczy & Co., for stone work throughout..... £200,000 debs.
7. Do. according to Mr. Shanley's plan 110,000 "
8. Do. according to reduced plan of cribbing by Mr. Thomas..... 84,000 "
9. Jas. Cotton, cribbing according to Mr. Thomas's plan ..... £75,000 debs. or cash.
   Filling out to line of Mr. Thomas's £70,000
10. Jas. Cotton, stone work throughout..... 180,000
    According so Shanley's plan and specification 110,000

11.	A. G. Robinson & Co.,	Mr. Shanley's plan.....	152,460 debs.
	Do.	do.	138,600 cash.
12.	A. G. Robinson & Co.,	reduced cribbing.....	155,000 debs.
	Do.	do.	150,000 cash.
13.	G. H. White & Co.,	reduced cribbing.....	88,000 debs.
14.	Do.	W. Shanley's plan.....	100,000 debs.
15.	Do.	stone work throughout.....	190,000 debs.
16.	A. DeGrassi & Co.,	W. Shanley's plan.....	158,976 cash.
		Add 20 per cent. for debentures.	
17.	E. W. Thompson,	stone work throughout.....	210,000 debs.
	Do.	do.	205,000 cash.
18.	Do.	W. Shanley's plan.....	105,000 debs.
	Do.	do.	102,500 cash.

Ordered that the whole of the above Tenders be referred to W. Thomas, Esq., to report thereon to the Committee.

(Signed,) W. GOODERHAM, *Chairman.*

[*No.* 2.]

LETTER of C. S. GZOWSKI & CO.

Toronto, 23d Sept., 1853.

SIR,—With reference to our communication of the 29th ult., we beg to inform you that our proposal to allow ten thousand pounds for right of way for the Trunk line over the proposed Esplanade was intended to be conditional, on the acceptance of our offer for the construction of the work.

Our engagements, as well as those of Messrs. Jackson & Co., with the Grand Trunk Railway Company are such that another location of the line must be adopted unless we can be assured that the Esplanade will be completed in time to receive the Tracks; and the question of time is of such vital importance to us, that we are unwilling to incur the risk that we should be exposed to if the execution of the work were intrusted to other hands than our own.

We have the honour to be, Sir,

Your obedient servants,

(Signed,) GZOWSKI & CO.

W. Gooderham, Esq., Chairman
of the Committee of Wharves and Harbours.

[*No.* 3.]

PETITION OF THE OWNERS AND LESSEES OF WATER LOTS.

To the Honorable the Legislative Assembly of the Province of Canada, in Parliament assembled.

The petition of the undersigned, Owners and Lessees of Water Lots in the City of Toronto, whose Property is affected by the Toronto Esplanade Act and the proposed Amendments thereto,

Respectfully sheweth :

That the Act passed in the sixteenth year of Her Majesty's reign, intituled "*An Act conveying to the City of Toronto certain Water Lots, with power to the said City for the Construction of an Esplanade,*" empowered the Corporation of this City to decide upon and adopt a plan of an Esplanade to be constructed across the property of the undersigned and through the entire frontage of the City on the waters of the Bay ; and to require the Owners of the Water Frontage to elect and declare to the Chamberlain of the City, within two months of the passing of the said Act, whether they would construct the Esplanade according to the plan so decided upon, and to be exhibited to them by the City Authorities, across the several Lots, or allow the Corporation to construct it.

That in the event of the proprietors of the Water Lots failing so to declare their intentions, the said Act further empowered the City Council to proceed with the construction of the Esplanade in accordance with the plans so to be exhibited, and to compel payment of the cost thereof from the Owners of the property, by an assessment on the frontage held by them.

That the passing of the said Act was unknown to the Owners and Lessees of the Water Lots, whose interests were principally and directly affected.

That the City Authorities failed to decide upon, or to exhibit any plan of the proposed Esplanade, within the two months as required ; in consequence of which it was not possible for the proprietors of the property to elect whether they would construct the Esplanade across their property themselves, or leave it to the action of the Corporation, inasmuch as their determination would be essentially affected by the plan adopted.

That notwithstanding the failure of the Corporation to produce the necessary plans, they proceeded to advertise for and receive Tenders for the construction of the Works, in accordance with specifications unattached to any particular plan, and adopted subsequently to the expiration of the time in which the Owners of the property were permitted to decide.

That several Tenders for the performance of the work were received from responsible persons.

That the Tenders so received, however, were all rejected, and a Committee of the Common Council determined to accept a subsequent offer from Messrs. Gzowski & Co., to build the Esplanade for £150,000 Currency, being in excess of proposals made by parties equally competent.

That the proprietors of Water Lots, considering that their interests had been sacrificed, and that an expenditure was about to be incurred, for which they would be liable out of proportion to the benefits they would receive, in order to secure that which, if beneficial at all, would be common to the whole City, remonstrated with the City Council, and refused to assent to the Contract being given out at so high a Rate, unless they first obtained some pledge against an excessive charge being levied on the property.

That the Committee of the Common Council, to whom was intrusted the completion of the agreement with Messrs. Gzowski & Co., thereupon invited the proprietors of the Water Lots to an interview, when the Committee pledged the Corporation to the proprietors, that the charge for earth-filling on their property should not exceed one shilling and threepence currency per cubic yard, for the quantity actually required on their respective Lots, and that no more than a fair proportion of the cost of the crib-work in front, in accordance with the frontage of the several Lots, should be charged to each proprietor.

That, on receiving the above pledge, the Owners and Lessees of Water Lots held a meeting on the 17th day of October, 1853, and then passed the following Resolution :

"That the Owners of Water Lots will concur in the recommendations of the Committee on Wharves and Harbours, to contract with Messrs. Gzowski & Co., for the construction of the Esplanade filling, &c., provided that switches be constructed for the use of each Water

Lot, and that the owners of Water Lots are not committed to a charge of above one shilling and threepence currency per cubic yard of solid filling, and the share of breast-work estimated at so much per foot frontage, in proportion to the share of the whole frontage, as stated by the Committee on Wharves and Harbours."

That the above Resolution was read in open Council by the City Clerk, whereupon the most prominent member of the Committee on Wharves and Harbours, declared that the Water Lot Owners would not be required to pay more than one shilling and three pence currency per cubic yard.

That the majority of the Council were obviously opposed to ratifying the Contract with Messrs. Gzowski & Co., and were only induced to do so by the representation of the Committee, that unless the Contract was given as they recommended, the Grand Trunk Railway Company would undoubtedly be induced to locate the Road to the northward of the City, which, they declared would be ruinous to its future prosperity.

That your petitioners have now learned, with alarm, that, by the Bill which the Corporation has had introduced into your Honorable House, to give the Corporation authority to carry out their contract with Messrs. Gzowski & Co., they have asked for power to tax your Petitioners without any such limit as that stipulated for, and that the Bill, instead of embodying such amendments to the old Act as should meet the necessity and justice of the case, in reference to all parties, is, in many respects, defective, and unjust to your Petitioners ; that it, for example, contains no reference to the fact that the new plan, for which Legislative sanction is required, takes from each of your Petitioners 166 feet in breadth of their land, instead of 100 feet, which only the former Act provided for, and which alone is the extent required by such of the instruments under which your Petitioners are interested in the property as bind any of your Petitioners to build, or pay for the building of the Esplanade across their Lots.

That some of your Petitioners are under no obligation, by the instruments whereby they hold their lands, to build or pay for the Esplanade. That obligation is one imposed on them, not by any consent on their parts, nor by any condition in their tenures, but solely by legislative authority, expressed in the form of an *ex post facto* law, passed without the knowledge or concurrence of those affected by it.

Your Petitioners make no objection, however, to the building of the Esplanade, on equitable terms, according to any plan which will best subserve the public interests, whether, so far as it may be constructed over their premises, it shall accord with any provisions in relation thereto in the Patents and Leases or not. But they submit that it will be most unjust, at once to deprive them of their land, and force them to pay besides a large expenditure upon it for the general benefit, without distinctly securing to them adequate compensation.

In these circumstances, your Petitioners trust that your Honorable House will be pleased to afford them due protection in the premises, and take care that justice is done to them, in a case wherein they deal with a powerful Corporation.

Your Petitioners therefore respectfully pray that proper provisions may be introduced into the Esplanade Act now before the Legislature, limiting the amounts to be paid by your Petitioners to the rates above mentioned, and providing that the quantity of filling required for the Lots shall be determined previous to the commencement of the work, when alone it can be accurately ascertained; and securing to your Petitioners due compensation, having express reference as well to the value of their lands, which may be appropriated for the use of the Esplanade, and which they are not bound by their tenures to surrender for that purpose, and to the amount which they may be required to pay for the improvements thereon, as also to the special advantage which, on the other hand, they may derive from the building of the Esplanade.

And your Petitioners will ever pray, &c.

(Signed,)

CHARLES BERCZY,
JOHN EWART,
TERENCE J. O'NEILL,
THOMAS BRUNSKILL,
JAMES COTTON,
WILLIAM REES,
THOMAS HELLIWELL,
D. BROOKE,
CHARLES C. SMALL,
ALEXANDER PROUDFOOT,
JOHN T. ARNOLD.
ROBERT BALDWIN,
ARCHIBALD TAYLOR,
JACQUES & HAY,
JOHN EWART, Jun.,
JAMES M. STRACHAN,
JOHN RITCHEY,
JOHN LEAK,
JOHN BELL,
WILLIAM CAWTHRA,
GEORGE MONRO.

[*No.* 4.]

SPECIFICATION OF C. S. GZOWSKI & CO.,

7th October, 1853.

1st.—Commencing on the west side of Brock Street, 630 feet from the north-west angle intersecting the west line of Simcoe St., at 530 feet from its north-west angle, the length of this line will be 2,422 feet, more or less, by an average of 580 feet.

2nd.—From the last point, a straight line to the angle of the old Esplanade, 530 feet by 2,229 feet.

3rd.—Thence to a line a little east of George Street, 580 feet by 2,045.

4th.—Thence to the easterly side of Parliament Street, 580 feet by 2,160 feet. The Esplanade proper may be said to terminate at Parliament Street:

1st.—2,422,	Brock to Simcoe,	by 580.
2nd.—2,229,	Simcoe to Yonge,	by 530.
3rd.—2,045,	Yonge to George,	by 580.
4th.—2,160,	George to Parliament,	by 580.
8,856.		
1,500,	Parliament to Peninsula.	

Reservation for building of some 104 feet in width from Yonge Street to York Street, widening thence 240 feet at Peter Street, continued at the same width to Brock Street.

Signed "S. Thompson," in red ink on the margin.

All the remaining space to be bronght to a level of 4 feet 6 inches above low water line.

South of the building ground, a space of 106 feet is to be set apart for the Railways, along the water line another width of 60 feet for carriage-way,—and the whole intervening space, except street crossings, to be set off into building lots fronting on the Bay.

From Yonge to George Street first set off lots 194 feet deep, then the Railway reserve 106 feet, the remainder as the owners think fit.

From George to Berkeley Street the reserve for building only 80 feet deep, instead of 194 feet,—east of that the tracks to be carried so as to keep clear of the Gaol.

The water-line of the last section of Esplanade is to be about 40 feet from the present margin of the Road, independent of the rear

tier of Lots, (bounded by Front Street) ; the lower level of Esplanade will contain over 70 acres, raised 4½ feet above low water level.

EXTRACT OF MEMORANDA.

Memorandum, 25th November, 1853, with reference to the Contract to be entered into between C. S. Gzowski & Co.

For the completion of the Esplanade in accordance with plans and specifications attached, absolutely from west side of Brock Street to Simcoe Street, and, on obtaining Parliamentary sanction, to tax the owners of Water Lots for the additional portion as now planned throughout ; and in case Parliamentary sanction is not obtained, then from the east side of Simcoe Street to Berkeley Street, in the line of the Esplanade as originally laid down in the lease to the City by the Government ;—in all cases forty feet in width to be reserved throughout the entire length of the Esplanade, for the use of the Grand Trunk Railway Company.

The price to be one hundred and fifty-thousand pounds, currency, for the entire work, as shown on the plan, including five Bridges at Streets to be named by parties of the second part ; and in case the reduced plan is adopted, then the amount to be paid to the parties of the first part to be in proportion, and as provided for in the following clause :

PRICE FOR THE ENTIRE ESPLANADE.

As per plan to be	£140,000
And for the five Bridges.....	10,000
Total.....	£150,000

Distributed as follows :

Earth-filling, 1s. 3d. per cubic yard.

Cribbing and fitting, planking, gravelling the Carriage-way, draining the surface engineering and superintendence, at the rate of £7 9s. 8d. ; and one-twentieth of a penny per running foot of the Esplanade.

For the five Iron Bridges completed, ten thousand pounds, all to be paid in Bonds of the City of Toronto at par, as provided by the Act passed for that special purpose, payable in London, and bearing six per cent. interest.